

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA (Pittsburgh)

CENTER FOR FIDUCIARY STUDIES, LLC
and FIDUCIARY ANALYTICS, LLC, and
FIDUCIARY 360, L.P.

v.

FOUNDATION FOR FIDUCIARY
STUDIES and
DONALD B. TRONE, JR.

Case No.: 02:10-cv-0919(GLL)
Chief Judge Gary L. Lancaster

CONSENT DECREE

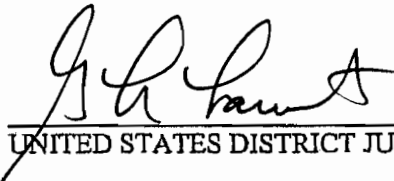
Plaintiffs, Center for Fiduciary Studies, LLC, Fiduciary Analytics, LLC and Fiduciary 360, L. P. (hereinafter "Plaintiffs") and Defendants, Foundation For Fiduciary Studies and Donald B. Trone, Jr. (hereinafter "Defendants"), by their respective attorneys, having consented to the entry of this Consent Decree without trial or further adjudication of any issue of fact or law;

NOW, therefore, it is hereby DECREED as follows:

1. This action arises under federal, state and common law. In particular, Plaintiffs asserted claims against Defendants for copyright infringement, false designation of origin and breach of contract under federal and common law arising from the use of the work the "Practices" and Defendants filed counterclaims against Plaintiffs for copyright infringement, breach of contract and unjust enrichment arising from Plaintiffs' use of the work the "Practices."
2. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1332 and 1338(b).
3. This Court has supplemental jurisdiction of all claims herein arising under state law pursuant to 28 U.S.C. § 1367.

4. Venue is proper under 28 U.S.C. §§ 1391(b) and 1400 (a).
5. Following a court-directed mediation, the parties have entered into a Settlement Agreement and General Release ("Settlement Agreement") by which they have agreed to settle and resolve all of their disputes and differences, including not only the issues involved in the instant lawsuit but also their other disputes and differences, and the Settlement Agreement also has been signed by several corporations related to the parties to this lawsuit to effect their intention of entering into a global resolution of their disputes and differences. A copy of the Settlement Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.
6. The Settlement Agreement provides that this lawsuit shall be dismissed with prejudice, each party to bear its own costs therein. Following such dismissal, this Court shall retain jurisdiction for the purpose of enforcing, if necessary, the Settlement Agreement according to its terms.

Date: 2/11/11


UNITED STATES DISTRICT JUDGE

[Signatures of parties on following page]

We admit that this Court has jurisdiction over each of us and over the subject matter of this action, and we consent to the entry of this Consent Decree.

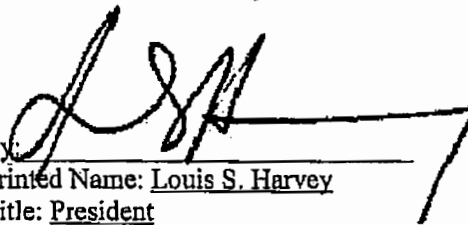
Donald B. Trone, Jr.

Date: 2-9-11



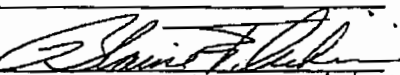
Foundation For Fiduciary Studies

Date: February 8, 2011

By: 
Printed Name: Louis S. Harvey
Title: President

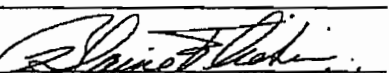
Center for Fiduciary Studies, LLC

Date: 2-9-11

By: 
Printed Name: Blaine F. Aikin
Title: CEO

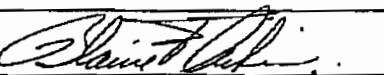
Fiduciary Analytics, LLC

Date: 2-9-11

By: 
Printed Name: Blaine F. Aikin
Title: CEO

Fiduciary 360, L. P.

Date: 2-9-11

By: 
Printed Name: Blaine F. Aikin
Title: CEO